

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
AT&T CSC, INC.**

**THE BOARD OF SELECTMEN
TOWN OF DANVERS,
MASSACHUSETTS**

APRIL 17, 2001

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{To Be Attached}

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A G R E E M E N T

This Cable Television Renewal License entered into this 17th day of April, 2001 , by and between AT&T CSC, Inc., (" AT&T"), a Delaware corporation, offering services as AT&T Broadband, and the Board of Selectmen of the Town of Danvers, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Danvers, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Danvers; and

WHEREAS, the Issuing Authority conducted two (2) public ascertainment hearings, pursuant to Section 626 of the Cable Act, the first on May 11, 1999 and the second on June 23, 1999, in order to (1) ascertain the future cable related community needs and interests of Danvers, and (2) review the performance of Cablevision of Massachusetts, Inc. ("Cablevision"), during its then-current license term; and

WHEREAS, the Issuing Authority submitted a Request for Proposal ("RFP") to Cablevision on January 24, 2000; and

WHEREAS, Cablevision submitted a license renewal proposal to the Town of Danvers, dated March 15, 2000, for a renewal license to operate and maintain a Cable Television System in the Town of Danvers; and

WHEREAS, the Issuing Authority and Cablevision did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Danvers; and

WHEREAS, Cablevision and AT&T submitted an FCC Form 394 to the Issuing Authority, received on June 19, 2000, requesting that control of the Danvers Cable Television System be transferred to AT&T Broadband; and

WHEREAS, the Issuing Authority gave its consent to said transfer request on October 3, 2000; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Danvers to grant a non-exclusive renewal license to AT&T.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Danvers resident and/or any persons affiliated with a Danvers institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available to the Town of Danvers and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, as designated by the Issuing Authority from time to time, with responsibility for producing and cablecasting Public, Educational and Governmental Access Programming to Danvers Subscribers.

(4) Broadcast: Over-the-air transmission by a radio or television station.

(5) Cable Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(6) Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(7) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(8) CMR: The acronym for Code of Massachusetts Regulations.

(9) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

- (10) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.
- (11) Cable Modem: A device connecting Subscribers to the Internet over the Cable System.
- (12) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.
- (13) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.
- (14) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (15) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (16) Department of Public Works ("DPW"): The Department of Public Works of the Town of Danvers, Massachusetts.
- (17) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (18) Drop or Cable Drop: The coaxial cable that connects each home or building to the Subscriber Network or the Institutional Network.
- (19) Effective Date of the Renewal License (the "Effective Date"): April 22, 2001.
- (20) Execution Date of the Renewal License (the "Execution Date"): April 17, 2001.
- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable

Modem Service is not legally deemed to constitute a Cable Service; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(25) Institutional Network ("I-Net"): The fiber-optic network for the exclusive use of the Issuing Authority, its designees and/or other Town Users, and which meets the requirements of Section 3.2 infra.

(26) I-Net Administrator: The Person in the Town, as designated by the Issuing Authority, with primary responsibility for the operation of the I-Net.

(27) Institutional Network Hub: A mini-Headend located within Danvers to process video, audio, and data services which may be transmitted over the I-Net. The Hub shall be located on Town property, as designated by the Issuing Authority, and shall serve as the central point for the entire I-Net. The I-Net Hub may also serve as a link between the I-Net and the Licensee's Headend for processing of PEG Access Channels.

(28) Internet: The world-wide computer network.

- (29) Issuing Authority: The Board of Selectmen of the Town of Danvers, Massachusetts.
- (30) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (31) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Danvers, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.
- (32) Licensee: AT&T CSC, Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (33) Local Origination Programming: Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.
- (34) Multichannel Video Programming Provider: A Person who or which makes available to residents in Danvers multiple channels of Video Programming.
- (35) NCTA: The acronym for the National Cable Television Association.
- (36) NTSC: The acronym for National Television Systems Committee.
- (37) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (38) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.
- (39) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (40) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.
- (41) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (42) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (43) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(44) PEG Access Channels: Any channel(s) made available for the presentation of non-commercial PEG Access Programming.

(45) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(46) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(47) Prime Rate: The prime rate of interest at FleetBoston.

(48) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(49) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(50) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee.

(51) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(52) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(53) State: The Commonwealth of Massachusetts.

(54) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(55) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(56) Town: The Town of Danvers, Massachusetts.

(57) Town Counsel: The Town Counsel of the Town of Danvers, Massachusetts.

(58) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(59) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(60) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(61) VCR: The acronym for video cassette recorder.

(62) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Danvers, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Danvers.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Danvers within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Danvers. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and with all applicable State and local laws, regulations and by-laws.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on April 22, 2001 and expiring on April 21, 2011, unless sooner terminated as provided herein or surrendered.

Section 2.3---**NON-EXCLUSIVITY OF RENEWAL LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Danvers; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial

viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Section 2.4---**POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, attached hereto as **Exhibit 1**, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---**TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---**EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall continue to be fully capable of carrying at least seventy-eight (78) analog NTSC video channels in the downstream direction and four (4) analog NTSC video channels in the upstream direction. Said 750 MHz Cable System currently provides for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog transmissions, which may be subject to change at the discretion of the Licensee.

(b) The Licensee shall transmit all of its Signals to Danvers Subscribers in multi-channel stereo, provided that such Signals are furnished to the Licensee in multi-channel stereo.

(c) Within twelve (12) months of the Execution Date of this Renewal License, the Licensee shall remove its current subscriber network and related equipment from the Public Ways; provided, however, that the Licensee may retain those portions of said subscriber network that can be utilized during the renewal term; and, provided, further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused plant and equipment from the Public Ways.

Section 3.2---INSTITUTIONAL NETWORK

(a) No later than eighteen (18) months from the Execution Date of this Renewal License, the Licensee shall construct, install, activate, operate and maintain, a two-strand, single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Issuing Authority, its designees and/or other Town Users. This completion date for the I-Net shall include installation of activated I-Net plant to all locations specified by the Issuing Authority or its designee.

(i) During the period of time before completion of the fiber-optic I-Net referenced in paragraph (a) above, the Licensee shall maintain and operate the existing Institutional Network in compliance with all applicable laws and regulations and all other Institutional Network related provisions in the Final License. In the event that there are

technical problems with said existing Institutional Network, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve such technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the Institutional Network, without charge to the Issuing Authority, the Town and/or Subscribers, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

(b) The Licensee shall install a separate Fiber Node at each I-Net location. Each such Fiber Node shall be equipped with integrated transceiver/receiver lasers, which lasers shall be provided at no cost to the Town. The Licensee shall also provide the Town and/or its designee(s) with a total of three (3) modulators, as part of the \$290,000.00 cost pursuant to Section 3.2(s) herein.

(c) The I-Net shall be a fiber-based network and, as such, all communication(s) between the I-Net Hub and all I-Net locations shall be optical light transmissions which eliminate radio frequency (RF) Signal ingress on the I-Net backbone. The I-Net installation shall be a turnkey operation, up to and including each Fiber Node. The demarcation point between the Town's responsibility and the Licensee's responsibility shall be at the coaxial connection point on the I-Net Fiber Node, and the Licensee shall be responsible for all installation and maintenance up to said demarcation point(s).

(d) The Licensee shall not charge the Issuing Authority, its designees, Town departments and/or I-Net Users for the construction, installation, activation, maintenance and/or use of the I-Net, up to and including the demarcation point(s) as described in Section 3.2(c)

(e) Said I-Net shall be bridged to the Subscriber Network at the I-Net Hub. Said I-Net shall be capable of distributing video, audio and data to all designated non-school and school buildings connected to the I-Net. I-Net switching shall be the responsibility of the Licensee for the entire term of the Renewal License.

(f) The Licensee shall maintain and replace in a timely manner all equipment that is part of the I-Net without any charge(s) to the Issuing Authority, the Town and/or Subscribers. The Town shall maintain and replace any end-user equipment that it owns and operates.

(g) The I-Net shall comply in all respects with the "Technical Description of the Danvers Institutional Network", attached hereto as **Exhibit 2** and made a part hereof.

(h) The two (2) single-mode fiber-optic strands shall interconnect each of the buildings ("I-Net Buildings"), as specified in **Exhibit 3** attached hereto, to the Licensee's Hub location via the I-Net Hub using a star network topology.

(i) Additional Drops to the I-Net, beyond those listed in **Exhibit 3**, shall be identified by the Issuing Authority in writing to the Licensee. The Licensee shall provide a detailed estimate to the Issuing Authority on the estimated costs to provide such additional Drops, which costs shall be based upon the Licensee's actual costs plus a reasonable rate of return as provided for under applicable law, and which costs can include I-Net plant extension costs, if any. If the Issuing Authority agrees with the estimated costs, the Licensee shall provide such additional Drop(s) and the Town shall pay for such additional Drop(s).

(j) The I-Net shall be capable of providing voice, video and data services between the I-Net Buildings by the Town during the term of the Renewal License. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment. Any and all Signals on the I-Net shall be those specified by the Town; provided, however, that the Licensee shall solely assign frequencies/channels for said Signals. The Licensee shall inform the I-Net Administrator of such frequencies/channels, in writing.

(k) Two (2) single-mode fibers shall have a Licensee-provided Termination at each I-Net Building. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the Town, and one (1) fiber shall be used for downstream transmissions.

(l) The I-Net shall be maintained by the Licensee as follows:

(1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform with applicable FCC standards and the Licensee shall document how its regular-monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee upon written request.

(2) The Licensee's response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.

(3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.

(4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week

notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator. At any time that a representative of the Licensee is in the Town for the purpose of I-Net maintenance or repair requested by the I-Net Administrator, said representative shall contact the I-Net Administrator prior to performing any maintenance, repair or testing as may be reasonably expected.

(5) The Licensee shall provide the I-Net Administrator with the contact telephone number for repair and maintenance of the I-Net.

(6) In all routine maintenance and repair instances, the Licensee shall provide the I-Net Administrator with information of any significant I-Net changes in a reasonable manner, as may be reasonably expected.

(7) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work.

(8) All requests by the Town for I-Net maintenance shall be coordinated by the I-Net Administrator.

(9) In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network.

(10) The Licensee shall have reasonable access to the I-Net Hub, as scheduled by the I-Net Administrator and/or his or her designee.

(11) The Town shall be provided with the ability to review technical documentation on all equipment provided as part of the I-Net.

(m) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee.

(n) The Licensee shall supply the appropriate cable connector so as to allow the User(s) Origination Capability at the institutions specified by the Town during the term of this Renewal License.

(o) The I-Net shall be interconnected with the Subscriber Network at the Licensee's Hub. All remote I-Net video transmissions shall be sent on an Upstream Channel to the Licensee's Hub, where such transmissions shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the connecting and reprocessing of all video Upstream Channels to the appropriate Subscriber Network Downstream Channels, and the

connecting and reprocessing of all Subscriber Network Upstream Channels to the appropriate I-Net Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Issuing Authority and/or the Town.

(p) The Licensee recognizes the significance of the I-Net to the daily administrative and communications functions of the Issuing Authority, its designees and Town departments. In the event that the I-Net Hub at 2 Burroughs Street (or such other location) should fail, the Licensee shall make every effort to repair and/or replace said I-Net Hub in as fast a time as practicable and reasonable.

(q) The demarcation point for the I-Net shall be at the termination of the fiber at a patch panel in each Town building connected to the I-Net.

(r) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing any Access Corporation(s) from using I-Net bandwidth.

(s) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Renewal License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once annually. Upon request, the Licensee shall submit the results of said testing to the Issuing Authority or its designee, in writing. .

(t) The I-Net shall be maintained and operated in compliance with all applicable laws and regulations and all other I-Net-related provisions of this Renewal License as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, without charge to the Issuing Authority, the Town and/or Subscribers, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

(u) For purposes of this Section 3.2, the cost to construct and install the I-Net, as required herein and based upon the Exhibit 3 I-Net Buildings, shall not exceed Two Hundred Ninety Thousand Dollars (\$290,000.00). Pursuant to applicable law, the Licensee may pass this cost through to Subscribers; provided, however, that under no circumstances shall the Licensee pass-through in excess of thirty-four cents (\$.34) per month per Subscriber, starting in Year Two of this Renewal Franchise.

Section 3.3---**EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall provide appropriate training to the Town Manager and/or his or her designee(s) in the use of the EAS.

Section 3.4---**PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

Section 3.5---**SIGNAL QUALITY**

(a) The Signal of any television or radio station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations in compliance with the FCC's technical specifications. The Licensee shall also comply with all of the performance testing requirements of the FCC.

(b) The Licensee shall test its Signal quality at the following seven (7) locations in the Town, in January or February and June or July. Upon request, the Licensee shall report the results to the Cable Advisory Committee, in writing:

- (1) Preston Street ;
- (2) North Street ;
- (3) Burley Street ;
- (4) Maple Street ;
- (5) Collins Street ;
- (6) Elliott Street ; and
- (7) Summer Street.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to Section 4.1(b) s herein.

(b) Installation charges shall be non-discriminatory. No installation charge shall apply to any residence that is located within one hundred and fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Danvers. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

Section 4.5---**RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---**SAFETY STANDARDS**

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---**PEDESTALS**

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the maps submitted to the Town in accordance with Section 4.12 infra.

Section 4.10---**PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---**RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12---**MAPS**

Upon request, but not more than annually, the Licensee shall file with the Issuing Authority strand maps of all final constructed Cable System plant electronically.

Section 4.13---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishments agree to pay for installation and monthly subscription charges as established by the Licensee.

Section 4.14---**DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 4**, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in **Exhibit 4**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Danvers programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B and/or antenna switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except for scrambled Signals. Said switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(c) Attached hereto, as **Exhibit 5**, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this Renewal License.

(c) Subject to applicable law(s), the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals and/or (2) any of the PEG Access Channels. For purposes of this Section 5.4(c), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(d) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.5---**CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---**FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain without charge(s) one (1) Outlet of Basic Service to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 6**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated in writing by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

(b) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install Drops and/or Outlets within thirty (30) days of any such requests from the Issuing Authority; provided, however, that in the event that the Licensee cannot install such Drops and/or Outlets within said thirty (30) day period, the Licensee shall notify the Issuing Authority of such fact, in writing, explaining why installation of such Drops and/or Outlets cannot be completed within said thirty (30) day period.

Section 5.7---EQUIPMENT PRACTICES AND PROCEDURES

The Licensee shall give notice in writing of its policies and practices regarding cable-related Subscriber equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

Section 5.8---FREE CABLE MODEM SERVICE TO SCHOOLS AND LIBRARIES

(a) Upon the Licensee's introduction of Cable Modem Service to the Town, the Licensee provide free Cable Modem service to each School Department building and each Danvers Library building. The Licensee shall provide one (1) free Cable Modem Outlet to each School Building and each Danvers Library building. There shall be no prohibition on the Schools and Libraries multiplexing such free Cable Modem Service in each building that receives such Service(s).

(b) The Licensee shall provide said free Cable Modem Service to School Buildings and public libraries for a minimum of thirty-six (36) months from the date of the introduction of Cable Modem Service to the Town. Said Cable Modem Service shall be subject to the terms and conditions contained in the Licensee's Education Connections and Library Partnership programs. There shall be no charges to the Town, the School Department, and/or the Danvers Library for provision of said free Cable Modem Services to the Schools and Library, nor shall the Licensee in any way externalize, pass-through and/or line-item any such costs through to and/or onto Subscriber bills.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.2 below;

(2) Manage the annual and other funding, pursuant to Section 6.3 and Section 6.4 below;

(3) Manage a PEG Access studio pursuant to Section 6.8 below;

(4) Conduct training programs in the skills necessary to produce PEG Access Programming;

(5) Provide technical assistance and production services to PEG Access Users;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

(8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Section 6.2---PEG ACCESS CHANNELS

(a) The Licensee shall make available to the Town and/or the Access Corporation three (3) full-time Downstream Channels for PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and without externalized and/or passed-through costs to Subscribers.

(c) Except as required by applicable law, rule or regulation, the Licensee shall continue to utilize Channels 54, 57 and 60 on the Subscriber Network as the channel locations of the PEG Access Channels. The Licensee shall not change said channel locations, without the advance, written notice to the Issuing Authority and the Access Corporation; provided, however, that the Licensee shall not change said channel locations, if at all, more than once per calendar year (except in the event of a must-carry requirement in accordance with applicable law[s]). In the event that the Licensee does have to change any of said channel locations, the Licensee shall (1) provide the Issuing Authority and the Access Corporation with reasonable, advance, written notice of such fact; (2) provide the Issuing Authority and/or the Access Corporation with marketing assistance in order to inform Subscribers of a new channel location(s); and (3) provide the Issuing Authority and/or the Access Corporation with monetary funding to cover the costs related to relocating any of said channels, but in no event shall such costs exceed Two Thousand Five Hundred Dollars (\$2,500.00)

Section 6.3---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide a bi-annual payment to the Town or the Access Corporation, as designated by the Issuing Authority, for PEG Access purposes, equal to three percent (3%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra.

(b) Said bi-annual three percent (3%) PEG Access payment shall be made on the following dates: (i) on January 30th for the preceding six (6) month period of July through December 31st, and (ii) on July 30th for the preceding six (6) month period of January through June 30th.

(c) The first payment under this Renewal License shall be made on July 30, 2001, and shall constitute three percent (3%) of the Licensee's Gross Annual Revenues for the preceding period from the Execution Date through June 30, 2001.

(d) The Licensee shall file with each such bi-annual payment a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding six (6) month period, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit**

7. If the Licensee's total annual payment to the Access Corporation was less than three percent (3%) of its Gross Annual Revenues for the previous year, it shall pay any balance due to the Access Corporation no later than its subsequent bi-annual payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to three percent (3%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this three percent (3%) payment requirement and shall notify the Issuing Authority and the Access Corporation of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.4---**EXISTING LOCAL PROGRAMMING FUNDING**

(a) Within fourteen (14) days of the Execution Date of this Renewal License, the Licensee shall turn-over to the Issuing Authority, to be accounted for separately, all existing, unspent local programming monies, in the estimated sum of Three Hundred Ninety Eight Thousand One Hundred Sixty-Eight Dollars (\$398,168.00). The Licensee shall provide a detailed, written accounting of the exact amount of said unspent funds to the Issuing Authority, along with said payment. Any amounts from said unspent local programming monies accrued as of the Effective Date of this Renewal License but not remitted to the Town shall be remitted to the Town no later than May 15, 2001.

(b) In no case shall the Licensee charge the Issuing Authority, the Town and/or the Access Corporation for said \$398,168.00 payment, nor shall the Licensee line-item and/or otherwise pass-through to Subscribers any costs related to said \$398,168.00 payment.

Section 6.5---**EXISTING PEG ACCESS/LO EQUIPMENT**

(a) On the date that the Access Corporation assumes responsibility for PEG Access Programming, the Licensee shall deed over to the Access Corporation all existing Licensee-owned PEG Access/Local Origination studio and production equipment located at the Danvers PEG Access/Local Origination studio. A list of said equipment is attached hereto as **Exhibit 8**.

(b) The Access Corporation will accept such existing PEG Access/LO studio and production equipment "as is", and, upon accepting title to such equipment, become responsible for maintenance, repair and/or replacement of such equipment, as solely determined by the Access Corporation.

(c) In no case shall the Licensee charge the Issuing Authority, the Town and/or the Access Corporation for said Licensee-owned equipment, nor shall the Licensee line-item and/or otherwise pass-through to Subscribers any costs related to said Licensee-owned equipment.

Section 6.6---**EXISTING VIDEO EQUIPMENT AT HIGH SCHOOL STUDIO**

(a) Within fourteen (14) days of the Execution Date of this Renewal License, the Licensee shall deed over to the Danvers School Department all existing Licensee-owned studio and production equipment located at the Danvers High School studio. A list of said equipment is attached hereto as **Exhibit 9**.

(b) The School Department will accept such existing PEG Access/LO studio and production equipment "as is", and, upon accepting title to such equipment, become responsible for maintenance, repair and/or replacement of such equipment, as solely determined by the School Department.

(c) In no case shall the Licensee charge the Issuing Authority, the Town and/or the Danvers School Department for said Licensee-owned equipment, nor shall the Licensee line-item and/or otherwise pass-through to Subscribers any costs related to said Licensee-owned equipment.

Section 6.7---**PEG ACCESS EQUIPMENT OWNERSHIP**

The Town and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Sections 6.3 and 6.4 supra, as well as the equipment deeded to the Access Corporation pursuant to Section 6.5 supra. The Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment.

Section 6.8---**PEG ACCESS/LO STUDIO**

(a) The Licensee shall continue to operate, maintain and staff its full-time PEG Access/Local Origination studio in Danvers until January 21, 2002, at the same level of functionality as that provided on January 1, 2000. For said nine (9) period, the Licensee shall continue to operate its Danvers studio with a minimum budget of Ninety-Three Thousand Two Hundred Twenty-Two Dollars (\$93,222.00) for Danvers PEG Access/LO Programming.

(b) There shall be no charges to the Town of Danvers for the Licensee's operation of said PEG Access/LO studio during said period, nor shall the Licensee in any way externalize, line-item and/or otherwise pass-through the costs of such Public Access annual funding to Danvers Subscribers.

(c) After January 21, 2002, the Access Corporation shall have the right herein to utilize and occupy the Licensee's existing PEG Access/LO studio for its exclusive use for the remainder of the Renewal License term. In the event that the Access Corporation wishes to so utilize and occupy said studio, the Access Corporation shall give the Licensee written notice of such intent no later than thirty (30) days in advance of its intended date of occupancy. The Licensee shall vacate said studio no later than thirty (30) days from said written notice. Pursuant to Section 6.5 supra, the Licensee shall leave all of its existing PEG Access/LO studio and production equipment intact in said studio, which equipment shall become the property of the Access Corporation.

(i) In the event that the Access Corporation utilizes said studio, the rent for said studio shall be One Thousand Four Hundred Fifty Dollars (\$1,450.00) per month. As of the Execution Date of this Renewal License, utility costs associated with said studio are Five Hundred Eighty Dollars (\$580.00) per month.

(ii) Said studio comprises approximately _____ Thousand square feet (_____ sq. ft.), and includes a studio, control room, offices, editing suites, bathrooms, etc. A floor plan of said studio is attached hereto as **Exhibit 10**.

Section 6.9---**RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town and/or the Access Corporation may have for additional sums including interest payable under this Article 6. Not more than once a year, upon reasonable advance notice, the Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest of such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

Section 6.10---**PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels pursuant to the FCC's technical standards. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.11---**ACCESS CABLECASTING**

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from the Access Corporation, the Town Hall, the Danvers High School and/or any other locations with Origination capability as listed in **Exhibit 11** hereto, to the Cable System Headend or Hub, on an Upstream Channel made available, without charge, to the Town and the Access Corporation for their use. The Licensee shall provide the Town and/or the Access Corporation a total of three (3) modulators for such cablecasting purposes, as also described in Section 3.2 supra.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that PEG Access Programming is sent upstream to the Headend, where such PEG Access Programming will be electronically switched to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend or the Licensee's Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Downstream PEG Access Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. The Licensee shall be responsible for switching PEG Access Programming at its Hub Site and the Access Corporation shall be responsible for switching its Access Programming, as necessary, at its hub site.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.12---**CENSORSHIP**

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's Regional Vice-President of Finance documenting, in reasonable detail pursuant to Section 13.3(b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access annual operating funding (Section 6.3), but shall not include the following: (i) the Existing Local Programming Funding (Section 6.4; (ii) the Existing PEG Access/LO Equipment (Section 6.5); (iii) the Existing High School Studio Equipment (Section 6.6); (iv) any interest due herein to the Town because of late payments; and/or (v) any liquidated damages herein (Section 11.2).

Section 7.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---**OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.4---**LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---**RECOMPUTATION**

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 7.1(b) above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

Section 7.6---**AFFILIATES USE OF SYSTEM**

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate, in accordance with applicable law(s).

Section 8.5---**SENIOR CITIZEN DISCOUNT**

(a) The Licensee shall offer a ten percent (10%) discount off the combined rate for the Basic Broadcast and the Family Service tier, or any such equivalent tier, as may exist in the future, to all senior citizens in the Town, who are head-of-household and age 65 years and older.

(b) The Licensee shall offer a twenty percent (20%) discount off the combined rate for the Basic Broadcast and the Family Service tier, or any such equivalent tier, as may exist in the future, to all senior citizens in the Town, who are head-of-household, age 65 years and older, and who reside in public housing in the Town, as well as citizens with disabilities, who shall be defined as those residents of the Town who are head of household and who are eligible to receive a handicap placard provided by the Massachusetts Registry of Vehicles.

(c) The Licensee shall maintain said senior citizen discounts for the entire term of this Renewal License.

(d) In no event shall the Licensee externalize, line-item and/or otherwise pass-through to Danvers Subscribers any costs associated with the senior citizen discounts pursuant to this Section 8.5.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---**INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

Section 9.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$100,00.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---**REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside

counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

(b) The Licensee shall meet with the Advisory Committee periodically, as scheduled by the Advisory Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; Programming; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with the terms and conditions of this Renewal License including, but not limited to, the Licensee's Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond

and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 *infra*.

Section 10.3---**NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of this Renewal License.

Section 10.4---**EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.5---**REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6---**INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have twenty-one (21) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such twenty-one (21) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required twenty-one (21) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to Section 11.1(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 11.1(b) above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 11.2---**LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to construct, install, fully activate, operate and/or maintain the Subscriber Network in accordance with Section 3.1 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(2) For failure to construct, install, fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 2 and 3 attached hereto, and/or any damage caused to the I-Net by the Licensee during work on the Subscriber Network, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access Programming, funding, studio and/or equipment provisions in accordance with the requirements and/or timelines in Article 6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 13 attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2 and 5.6 herein and/or Exhibit 6, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---**REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---**TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5---NOTICE OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall continue to operate its full-time customer service office in Danvers. Said customer service office shall be open for walk-in business during Normal Business Hours. The customer service office shall, at a minimum, be staffed by at least one (1) of the Licensee's customer service representatives. In the event that the Licensee wishes to relocate said customer service office to another location within the Town of Danvers, the Licensee shall request permission in writing from the Issuing Authority for such relocation, which permission shall not be unreasonably withheld.

(b) There shall be no charges to the Town and no externalization, line-item and/or pass-through of any costs to Danvers Subscribers regarding said full-time customer service office.

(c) The Licensee shall notify its Danvers Subscribers of said customer service office, periodically in its monthly bills.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed, local telephone number for its Danvers Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time measured on a quarterly basis, under Normal Operating Conditions, as such term is defined herein.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---**CUSTOMER SERVICE CALL CENTERS**

(a) The Licensee shall maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

(b) In the event that the Licensee does not maintain operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4--**INSTALLATION VISITS-SERVICE CALLS/RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) working days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee to provide additional channels that have become available as a result of the Licensee's expansion of channel capacity. The foregoing shall apply within one (1) year from the change of Service offering. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to a Licensee office for drop-off or exchange themselves.

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(c) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) working days of receiving a request from a Subscriber to do so.

Section 12.5---**FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 13**.

Section 12.6---**BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information pursuant to 207 CMR 10.00 et seq., attached hereto as **Exhibit 12**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.7---**COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if any, taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall enter into good faith discussions concerning possible remedies.

Section 12.8---**REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Unless otherwise required by a court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or

permit any other Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14---**POLLING BY CABLE**

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.15---**INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.16---**SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee.. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17---**PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such information as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues pertaining to the Danvers Cable System. The Licensee shall also provide a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following:

(i) All Gross Annual Revenues, as defined in Section 1.1(22) supra.

(ii) Any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, but not more than annually, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 13.4---**IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system; provided, however, that the Licensee shall not be required to provide said reports more than twice per year, unless the parties hereto agree otherwise.

Section 13.5---**ANNUAL PERFORMANCE TESTS**

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, at 47 C.F.R. §76.601 et seq.

Section 13.6---**QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.7---**DUAL FILINGS**

(a) Upon written request, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.8---**INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

-Danvers Cable Television Renewal License-

Section 15.6---**WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; and

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

Section 15.7---**FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Licensee.

Section 15.8---**REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---**SUBSCRIBER TELEVISION SETS**

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

-Danvers Cable Television Renewal License-

Section 15.10---**APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town Hall, Sylvan Street, Danvers, Massachusetts 01923, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, AT&T CSC, Inc., 6 Campanelli Drive, Andover, Massachusetts 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority, with a copy of such notice to the Licensee's Legal Department at the same address. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) The Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---**NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Section 15.13---**TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---**TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

-Danvers Cable Television Renewal License-

EXHIBITS

EXHIBIT 1

DEPARTMENT OF PUBLIC WORKS REGULATIONS

{See Attached}

APR-26-99 MON 12:18 PM Town-of-Danvers

777+4007

P.02

TOWN OF DANVERS
Department of Public Works95 Hobart Street
Danvers, MA 01923
Tel. (978) 762-0231
Fax (978) 777-4007

Street Division

April 1, 1998

Dear Contractor:

Enclosed is a copy of the Town of Danvers Street Opening policy and fees. The fee must be paid prior to receiving approval. The procedure, information and cost associated with the Street Opening Permit is listed on the attached sheet. Please make note of the change in location for obtaining all Street Opening Permits.

All Street Opening Permits are obtained at 95 Hobart Street between 8:00 a.m. and 2:00 p.m., Monday through Friday.

If you have any further questions, please feel free to call.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Richard Stinson".

Richard Stinson
Director of Operations

Cc: Don DeHart, Director of Public Works
Peter Ellsworth, Street Division Supervisor
Raymond R. Young, Superintendent, Distribution & Collection Systems
Coleen O'Brien-Pitts, Interim Utility Manager
Jack Schmidgall, Tree/Grounds Supervisor
Bob Levasseur, Buildings/Grounds Manager

ATT-MA0015132

TOWN OF DANVERS WORK IN THE PUBLIC RIGHT-OF-WAY

THE PUBLIC RIGHT-OF-WAY

Each dedicated town street has a public right-of-way. This right-of-way includes the pavement, the curbing, sidewalks, and the area between the sidewalk and the curb.

WHY PERMITS ARE NECESSARY FOR WORK IN THE RIGHT-OF-WAY

Working in the right-of-way without knowing the rules and regulations could result in damage to gas lines, telephone lines, television cables, streetlights, or other utility lines risking both lives and property damage.

Permits require that individuals performing work in the right-of-way be properly insured against personal injury and property damage.

They ensure that work is being done in accordance with all Town of Danvers specifications, codes, and requirements, thereby providing for proper restoration of public property.

They help coordinate schedules among numerous agencies and individuals so that they do not attempt to perform work at the same location at the same time.

Permits provide a record of who performed what kind of work and where (in case problems are discovered after work has been completed).

They ensure that vehicular and pedestrian traffic is adequately maintained or provided for in order to guarantee public safety.

STREET OPENING PERMITS FROM THE TOWN ARE REQUIRED FOR:

- Any type of excavation in the public right-of-way such as installing, repairing, or replacing water services, or sewer lateral and installing or repairing any type of underground utilities, etc.
- Repairing or replacing any sidewalks in the public right-of-way.
- Resurfacing, widening or closing in an existing driveway.
- Installing a new driveway.

PROCEDURE FOR OBTAINING A STREET OPENING PERMIT

Contractor must be bonded. A \$5,000.00 bond must be on file in the Finance Directors office and shall be obtained from Surety Company licensed to do business in the Commonwealth of Massachusetts.

Contractor must provide the following information to 95 Hobart Street:

- Complete the street opening permit application.
- Provide name of person or corporation, address, phone number.
- Description of work and site plan if available.
- Location of work.
- Provide a dig safe number for the project.
- Provide square footage of area to be excavated.
- Provide street opening permit fee per schedule, made out to the Town of Danvers.

Street opening permits are not approved until the Street Supervisor has signed them.

Approved applications may be picked up 48 hours after they have been received, at 95 Hobart Street, between 8:00 a.m. and 2:00 p.m.

If a street opening permit is not approved, the fee will be returned.

All contractors must comply with the requirements of the street opening permit.

Street opening permits and fees are required for projects as well as emergencies.

Installing, replacing, or removing street curbing.

OCCUPANCY PERMITS FROM THE TOWN ARE REQUIRED FOR:

- Storing materials, dumpsters or equipment in the public right-of-way.
- Parking any heavy equipment such as cranes in a public street.

APR-26-99 MON 12:12 PM Town-of-Danvers

777+4887

P. 85

TO OBTAIN A PERMIT:

Permits may be obtained between the hours of 8:00 a.m. & 2:00 p.m. at:

Department of Public Works
95 Hobart Street
Danvers, MA 01923

QUALIFIED PERMIT APPLICATIONS

A permit is usually issued to a utility company or to the contractor who will be doing the work. However, a property owner or his authorized representative can be issued a permit if the required submittals have been provided.

PERMIT FEES

Street/Sidewalk opening permit and inspection fee for the first 150 square feet is \$50.00.

Street openings of more than 150 square feet will be reviewed for additional charges.

Street/Sidewalk occupancy permit fee is \$25.00.

FOR MORE INFORMATION CONTACT:

Department of Public Works
Street Division Supervisor
95 Hobart Street
Danvers, MA 01923
(978)- 762-0231



STREET OPENING PERMIT

TOWN OF DANVERS, MASSACHUSETTS

Permit No 4392

DISTRIBUTION:
Original to Permittee
Copy for Public Works
Copy for Police Dept.

Permission is hereby granted to:

Name of Person or Corporation to open
for No. and Name of Street

State Nature of Work

The party to whom this permit is granted must leave the street in as good a condition as existed at the time the permit is granted. If the street is opened all fill or backfill shall be thoroughly tamped every six (6) inches. The permittee shall be required to infraread after a 45 day settlement period from time of placement of permanent top mix. The permittee shall maintain the surface of the roadway over any structures as long as the Director of Public Works may deem necessary, generally for a period of one (1) year, and when possible, tunnel all macadam roads and sidewalks and protect them with horses by day and lights by night.

Wherever the hardened surface of the roadway, gutters or any part of the surface of the highway is disturbed it shall be replaced in as good condition as before it was disturbed, and if new materials are required they shall correspond with those already in place on the road.

No work shall be covered or concealed in any manner whatsoever until inspected and approved by the Director of Public Works, or his designee. This stipulation shall apply to trenches, manholes, culverts, etc.

Should any work be so concealed without such approval, said work shall be uncovered at the sole expense of the permittee or persons responsible for the work. After inspection, with the approval of the Director of Public Works, backfilling may proceed in the manner set forth above. In no case shall frozen material be used for backfilling.

Fire Department is to be notified at commencement and completion of work and eleven (11) foot clearance on the traveled way must be left at all times for passage of fire apparatus.

Neglect to comply with these conditions will result in revocation of this permit and the acceptance of this permit or the doing of any work thereunder shall constitute an agreement by the permittee to comply with all the conditions and restrictions written herein.

Work is not to commence until police officer, if required, is present.

Permittee shall retain copy of this permit at the job site.

SIGNED:

Permittee Date

Public Works Date

Police Date

Police Officer(s) ☐ Required. No. Needed.
☐ Not Required

BOARD OF SELECTMEN

By: *Neil J. Toomey*
Clerk to the Board of Selectmen

THIS JOB MUST BE COMPLETED BEFORE
PERMIT WILL BE VOIDED AFTER ABOVE DATE.
(Date to be determined by Public Works Director or his designee).

Example: St. Opening Permit

EXHIBIT 2

TECHNICAL DESCRIPTION OF THE DANVERS INSTITUTIONAL NETWORK

(a) By eighteen (18) months from the Execution Date of this Renewal License, the Licensee shall complete construction of a new, Broadband Fiber Institutional Network ("I-Net"). The I-Net shall be capable of transmitting video, audio and high-speed data to support services such as Internet access and telephony from and among those buildings and sites listed in Exhibit 3 attached hereto and made part hereof. Said I-Net shall be capable of transmitting at standard Ethernet service speeds subject to the Town providing appropriate end-user equipment. These speeds are currently indicated at 10 mbs and 10/100 base-T, however, the system shall be capable of higher standards depending upon use of compatible end-user equipment. The I-Net hub site shall be located and installed by Licensee at a municipal location substantially in accordance with the attached hub site specifications. The I-Net and AT&T Broadband fiber equipment will support 10 six MHz return path channels within a range of 29 six MHz channels from each location. The I-Net and forward fiber equipment will support 78 six MHz channels within a range of 106 six MHz channels.

(b) Unless otherwise provided herein, the Town and its designated I-Net Users shall be solely responsible for any and all user terminal interface equipment including, but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment, however, the Licensee shall be responsible for providing and maintaining one modulator and demodulator supporting each activated Public, Educational and Governmental Access video channel. The Licensee will also be responsible for providing and maintaining the underlying I-Net fibers, optical transmitting and receiving electronics (including common circuits and power supplies). At the I-Net hub, Licensee's I-Net fibers will be terminated and for terminating the fibers, the Licensee shall provide and maintain a fiber management system in racks with SCAPC connectors. The Licensee shall terminate fibers in wall mount units at each location. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the Headend via the I-net channel and downstream on a PEG Access Channel.

(c) The Town shall provide the Licensee with appropriate space for the I-Net Hub Site. The Licensee and the Town agree to work jointly to ensure said space meets the criteria listed in Attachment A attached hereto.

(d) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems

with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall use its best efforts to resolve the technical problem as soon as practicable. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test by Licensee of the I-net, if appropriate.

(e) The I-Net shall be operated, maintained and serviced by the Licensee pursuant to Attachment B, attached hereto and made a part hereof. The Licensee and a representative of the Town shall meet to discuss operation of the I-Net pursuant to Exhibit 2.

(f) The Town shall have the right to use the I-Net free of charge for such applications as are compatible with the I-Net, subject to the Town providing compatible end-user equipment and software. The Town may use the I-Net to provide Internet access to municipal and school locations along the I-Net, provided however it is the Town's sole responsibility to secure access to an Internet gateway.

(g) The I-Net shall provide 2 active fibers to each location. These fibers will support broadband (one forward and one return spectrum) with use determined by the Town

(h) The I-Net frequency ranges are between 5 and 180 MHz in the return frequencies (allowing any 10 active return 6 MHz channels from each location within said range) and between 222 and 860 MHz in the forward range (allowing 78 channels within said range).

EXHIBIT 2

Attachment A

Institutional Network Hub Specifications

The Institutional Network Hub is a mini-Headend located within the community to process video, audio, telephony and data services at the local level to and among connected I-Net sites listed in Exhibit 3. The I-Net hub will be located in a Town building, school or other location designated by the community. This hub location will also serve as a backbone connections linking the Licensee's master Headend facility to forward PEG access (video and audio) and studio Signals for insertion onto the forward residential network. The Town will be responsible to provide adequate space, electrical powering, ventilation, security, and reasonable access for cabling and maintenance. The equipment used in an I-net Hub will vary depending on the license commitments and contractual obligations with the community.

I-Net Hub Physical Space and Electrical Requirements:

1. Provide sufficient space to accommodate one or more racks of equipment measuring approximately 70" tall, 26" wide and 30" deep. This includes front and rear access to the rack with 24" doors. The exact number of racks is determined from final design and depends on equipment requirements of a particular community to fulfill the franchise obligation.
2. Electrical outlet will be a separate 20 amp service from a circuit breaker panel to each equipment rack(s) using a MIMA L5-20 twist lock connector or equivalent.
3. Equipment location will require ventilation and/or air conditioning to maintain a reasonably consistent operating environment. The temperature should be consistent within an operating range of 60 to 80 degrees.
4. Equipment will be located in a secure area with access limited to mutually agreed upon Town designated personnel and AT&T Broadband technicians.
5. Access to equipment will be needed by designated AT&T Broadband employees for installation, repair and maintenance during and after normal business hours.
6. A pathway through the building from the designated I-net hub equipment room location to the outside cable will be necessary to route fiber optic cable and hard-line coax for signal distribution.

EXHIBIT 2

Attachment B

The Licensee shall maintain the I-Net as prescribed by FCC Rules and Regulations, 47 C.F.R. 76.

The foregoing being applicable to video but not data, the Licensee shall maintain the I-Net for data transmissions in accordance with reasonable industry data standards. In order to ensure that the I-Net properly transmits data, the Licensee shall periodically or as needed conduct continuity checks. When the I-Net is constructed, upon written request of the Town, the Licensee shall provide an "optical link loss budget" for fiber terminations for the 4 active fibers (not the spare fibers). Installed fiber will have on average .5 db optic loss per mile.

The Licensee shall determine and assign the transmit and receive frequencies for all I-Net Users, with reasonable consultation with the Town's designee, and advise the Issuing Authority of such frequencies in writing.

The Licensee shall determine and design the correct Signal strength levels necessary at each location identified in Exhibit 3 of this Renewal License.

The Town may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of the connection to the I-net, which pre-approval shall not be unreasonably denied. Pre-purchase approval is recommended. The Licensee shall designate an individual person to be available for handling such pre-approval requirements and I-Net questions.

The Town shall designate a certified, experienced data communications professional (ex: MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the Town for, among other things, all setup and ongoing operations of LAN to LAN connectivity over the I-Net, excepting portions of I-Net under the Licensee's responsibility, in compliance with the provisions of this Renewal License.

The Licensee's role in supporting free data transmission shall be limited to the services outlined above.

Any User who causes interference or renders the I-Net system ineffective shall be notified and disconnected by the Licensee only after prior consultation with the Issuing Authority and prior notice to any such User. Upon resolution of such issue a disconnected User shall be re-instated at the request of the Issuing Authority.

EXHIBIT 3

INSTITUTIONAL NETWORK BUILDINGS

Town Hall: One Sylvan Street
Library: 15 Sylvan Street
Police Station: 120 Ash Street
Senior Center: Stone Street
Public Works Garage: 95 Hobart Street
Electric Department Office: 2 Burroughs Street (Hub Location)
Engineering Office: 1 Burroughs Street
Central Fire Station: 64 High Street
Engine #2 Fire Station: 450 Maple Street
Popes Landing: 126 Liberty Street
Thorpe School: 30 Oberlin Street
High School: 60 Cabot Road
Middle School: 60 Cabot Road
Smith School: 15 Labao Drive
Great Oak School: 76 Pickering Street
Highlands School: 190 Hobart Street
Riverside School: 95 Liberty Street
Endicott Park Carriage House: 57 Forest Street

EXHIBIT 4

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming; and
- + Entertainment Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

{See Attached}

TELEPHONE NUMBERS

Danvers
Customer Service
978-777-8750

Calls accepted 24 hours a day.

customer service center

For your convenience, visit our AT&T Broadband Neighborhood Customer Service Center at the following location:

Danvers
10 School Street
Danvers, MA 01923

Open Monday-Friday 8:30am-6pm
Saturday 9am-1pm

Stop by for all your cable needs:

- Payment of cable bills
- Exchange of cable box and remotes
- Sales and service information

Pay Per View

Please check channel 11 for information corresponding to the film or event you wish to purchase.

Danvers channel lineup



BROADBAND

IMPORTANT CUSTOMER INFORMATION: The minimum level of cable service you may purchase is BROADCAST BASIC SERVICE. As a cable customer, currently you must purchase BROADCAST BASIC SERVICE to subscribe to any other video service offered by the cable company. Service and equipment are subject to availability. All pricing, programming, channel locations are subject to change. Other limitations may apply. Please refer to Customer Policies, Complaint Procedures and Services Handbook.



BROADBAND


BROADBAND

CHANNEL LINEUP

Danvers
Numerical Order

- 02 WGBH (2) Boston
- 03 WGBX (44) Boston
- 04 WBZ (4) Boston
- 05 WCVB (5) Boston
- 06 WSBK (38) Boston
- 07 WHDH (7) Boston
- 08 Fox Sports Net
- 09 WLVI (56) Boston
- 10 WFTX (25) Boston
- 11 Pay Per View Preview
- 12 ESPN2
- 13 WBPX (68) Boston
- 14 WMFP (62) Boston
- 15 E! Entertainment TV
- 16 New England Cable News
- 17 Cinemax
- 18 HBO
- 19 Bravo
- 20 The Disney Channel
- 21 Showtime
- 22 Starz!
- 23 TBS
- 24 QVC
- 26 WHUB (66)
- 28 WENH (11) Durham, NH
- 27 WUNI (27) Worcester
- 28 Comedy Central
- 29 TV Guide Channel
- 30 C-SPAN
- 32 C-SPAN2
- 32 Inspirational/EWTN
- 33 ESPN
- 34 The Weather Channel
- 35 CNN
- 36 Headline News
- 37 CNBC
- 38 USA
- 39 VH-1
- 40 The Nashville Network
- 41 MTV
- 42 PPV 1
- 43 Sci-Fi Channel

Premium services in bold.

- 44 AMC
- 45 A&E
- 46 The Discovery Channel
- 47 The Learning Channel
- 48 Nickelodeon
- 49 TNT
- 50 FOX Family Channel
- 51 Lifetime
- 52 The Home Shopping Network
- 53 The Health Network
- 54 Local Origination/Community Bulletin Board
- 55 Cartoon Network
- 56 FX
- 57 Municipal Access
- 58 The History Channel
- 59 MOVIEplex
- 60 Educational Access
- 61 WPXB (60) Manchester, NH
- 62 Encore
- 63 Court TV
- 64 New England Sports Network
- 65 MSNBC
- 66 Game Show Network
- 67 Food Network
- 68 The Golf Channel
- 69 Independent Film Channel
- 70 Romance Classics
- 71 PPV 2
- 72 The Movie Channel
- 73 Showtime 2
- 74 HBO Plus
- 75 MoreMax
- 76 PPV 3
- 77 PPV 4
- 78 Action PPV
- 79 Spice
- 80 Playboy TV
- 81 Home & Garden TV
- 82 PPV 5

Danvers
Alphabetical Order

- 46 A&E
- 78 Action PPV
- 44 AMC
- 18 Bravo
- 55 Cartoon Network
- 17 Cinemax
- 37 CNBC
- 35 CNN
- 28 Comedy Central
- 63 Court TV
- 30 C-SPAN
- 31 C-SPAN 2
- 46 The Discovery Channel
- 20 The Disney Channel
- 18 E! Entertainment TV
- 60 Educational Access
- 62 Encore
- 33 ESPN
- 12 ESPN2
- 67 Food Network
- 50 Fox Family Channel
- 08 Fox Sports Net
- 56 FX
- 68 Game Show Network
- 69 The Golf Channel
- 18 HBO
- 74 HBO Plus
- 36 Headline News
- 63 The Health Network
- 58 The History Channel
- 81 Home & Garden TV
- 82 The Home Shopping Network
- 69 Independent Film Channel
- 32 Inspirational/EWTN
- 47 The Learning Channel
- 51 Lifetime
- 54 Local Origination/Community Bulletin Board
- 78 MoreMax
- 72 The Movie Channel
- 60 MOVIEplex
- 65 MSNBC
- 41 MTV
- 57 Municipal Access
- 40 The Nashville Network
- 16 New England Cable News
- 64 New England Sports Network
- 48 Nickelodeon
- 11 Pay Per View Preview
- 80 Playboy TV
- 42 PPV 1
- 71 PPV 2
- 78 PPV 3
- 77 PPV 4
- 82 PPV 5
- 24 QVC
- 70 Romance Classics
- 43 Sci-Fi Channel
- 21 Showtime
- 73 Showtime 2
- 79 Spice
- 22 Starz!
- 23 TBS
- 49 TNT
- 29 TV Guide Channel
- 38 USA
- 39 VH-1
- 13 WBPX (68) Boston
- 04 WBZ (4) Boston
- 05 WCVB (5) Boston
- 26 WENH (11) Durham, NH
- 10 WFTX (25) Boston
- 02 WGBH (2) Boston
- 03 WGBX (44) Boston
- 07 WHDH (7) Boston
- 25 WHUB (66)
- 09 WLVI (56) Boston
- 14 WMFP (62) Boston
- 61 WPXB (60) Manchester, NH
- 06 WSBK (38) Boston
- 27 WUNI (27) Worcester
- 34 The Weather Channel

where choice
value begins

Choice
(¹\$39.95*/month)

The Golf Channel	VH1
Game Show Network	Lifetime
Home & Garden TV	Fox Family Channel
Romance Classics	The Nashville Network
Fox Sports Net	TV Guide Channel
The Disney Channel	A&E
Cartoon Network	The Discovery Channel
Food Network	The Learning Channel
MENBC	C-SPAN
AMC	C-SPAN2
Bravo	New England Cable News
ESPN	CNN
ESPN2	Headline News
TNT	CNBC
FX	The Weather Channel
Sch-Fi Channel	Court TV
Comedy Central	The History Channel
Nickelodeon	TBS
E! Entertainment Television	MOVIEplex
USA Network	Inspirational/EWTN
MTV	

PERSONALIZE
your Choice package

\$2.50 a month each
Independent Film Channel

\$5.95 a month each
STARZ! with Encore

\$7.95 a month each
HBO with HBO Plus (HBO 2)
Cinemax with MoreMAX (Cinemax 2)
Showtime with Showtime 2
The Movie Channel
NESN
Playboy TV

Includes Broadcast Basic Service, Family Cable service, cable box, remote control and access to 7 Pay Per View channels.

*Prices shown exclude applicable taxes and fees. Pricing, packaging and programming subject to change. Some restrictions apply.

Choice
PACKAGE

entertainment variety

for everyone in your family

A & E	MOVIEplex
AMC	MTV
Bravo	The Nashville Network
C-Span 2	TBS
C-Span	Nickelodeon
CNBC	Sch-Fi Channel
CNN	TNT
Comedy Central	USA Network
The Discovery Channel	VH1
ESPN	The Weather Channel
ESPN2	E! Entertainment Television
Fox Family Channel	FX
Headline News	Court TV
The History Channel	New England Cable News
Inspirational/EWTN	TV Guide Channel
The Learning Channel	
Lifetime	

Family

(*37.65*/month)

PERSONALIZE
your Family package

\$2.50 a month each

Food Network
MSNBC
Romance Classics
Cartoon Network
The Golf Channel
Game Show Network
Home & Garden TV

\$3.95 a month each

Encore
Fox Sports Net
The Disney Channel

\$7.95 a month each

STARZ with Encore

\$11.95 a month each

Cinemax
Playboy TV
Showtime
NESN
HBO
The Movie Channel

YOUR BROADCAST BASIC SERVICE CHANNELS:

Educational Access	WHUB (66)
WGBH (2)	WBPX (68)
WBZ (4)	WMFP (62)
WCVB (5)	Municipal Access
WHDH (7)	QVC
WENH (11)	The Home Shopping
WFXT (25)	Network
WUNI (27)	Pay Per View Preview
WSBK (38)	The Health Network
WGBX (44)	Local Access/
WLIV (56)	Community Bulletin
WPXB (60)	Board

*Price includes Broadcast Basic Service,
Family Cable and a cable box.

*Prices shown exclude applicable taxes and fees.
Pricing, packaging and programming subject to
change. Some restrictions apply.

Family
PACKAGE

for movie
fans

HBO	The Golf Channel
HBO Plus (HBO 2)	VH1
Cinemax	Food Network
MoreMAX (Cinemax 2)	Home & Garden TV
Independent Film Channel	Lifetime
STARZ	Fox Family Channel
Encore	The Nashville Network
AMC	The History Channel
Romance Classics	A&E
Bravo	The Discovery Channel
Fox Sports Net	The Learning Channel
ESPN	C-SPAN
ESPN2	C-SPAN 2
TNT	New England Cable News
The Disney Channel	MSNBC
FX	CNN
Sci-Fi Channel	Headline News
Comedy Central	CNBC
Cartoon Network	The Weather Channel
Nickelodeon	Court TV
E! Entertainment Television	TBS
USA Network	TV Guide Channel
MTV	MOVIEplex
Game Show Network	Inspirational/EWTN

Preferred
(\$55.95*/month)

PERSONALIZE
your Preferred package

\$7.95 a month each
Showtime with Showtime 2
The Movie Channel
NESN
Playboy TV

Preferred
PACKAGE

Includes cable box, remote control and the ability to add premium channels for \$7.95 each. Plus, you get access to 7 pay per view channels and everything in Choice.

*Prices shown exclude applicable taxes and fees. Pricing, packaging and programming subject to change. Some restrictions apply.

the most
complete choice
 experience

Gold
 (*\$65.95*/month)

The Movie Channel	FX
Showtime	Sci-Fi Channel
Showtime 2	Comedy Central
HBO	Cartoon Network
HBO Plus (HBO 2)	Nickelodeon
Cinemax	E! Entertainment Television
MoreMAX (Cinemax 2)	USA Network
STARZ!	MTV
Encore	VH1
AMC	Food Network
Romance Classics	Home & Garden TV
Bravo	Lifetime
Independent Film Channel	Fox Family Channel
Fox Sports Net	The Nashville Network
ESPN	MOVIEplex
ESPN2	The Golf Channel
TNT	Game Show Network
The Disney Channel	Inspirational/EWTN

TV Guide Channel	New England Cable News
The History Channel	MSNBC
A&E	CNN
The Discovery Channel	Headline News
The Learning Channel	CNBC
C-SPAN	The Weather Channel
C-SPAN 2	Court TV
	TBS

Gold
PACKAGE

Includes cable box, remote control and the ability to add NESN or Playboy TV for \$3.95. Plus, you get access to 7 pay per view channels and everything in Preferred.

*Prices shown exclude applicable taxes and fees. Pricing, packaging and programming subject to change. Some restrictions apply.

EXHIBIT 5

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

{See Attached}

Troubleshooting Guide

Many TV problems have relatively simple solutions which don't require a costly service call. Before you call for service, follow this easy troubleshooting guide.

If you have no sound...

- Check volume setting on converter box, television, or stereo.
- Press "mute" setting on converter, television, or stereo remote.
- Be sure the cables are properly connected.
- Check your Second Audio Program (SAP) feature on your television and VCR. To restore sound, turn SAP feature OFF.

If you have no picture...

- Is the set on and tuned to Channel 3?
- Is the converter box on?
- Is the TV set plugged into the converter box?
- Is the converter box plugged into a live electrical outlet?
- Does a wall switch control the outlet? Is it on?
- Do you need to replace the battery in the remote control unit?

If you need fine tuning...

- Check that your TV is on Channel 3.
- If your set is equipped with an automatic fine-tuning (AFT) control, turn it off.
- Select Channel 3 on converter.
- Adjust the fine-tuning control on your TV set for the best picture, then return the AFT control to the "on" position.

Please call your TV repair service if the following applies:

- No sound on all channels, but picture is good. (Be sure mute button is off.)
- Picture too small.
- Elongated picture.
- Horizontal bar across screen with no picture.

Please call your local MediaOne office if the following applies:

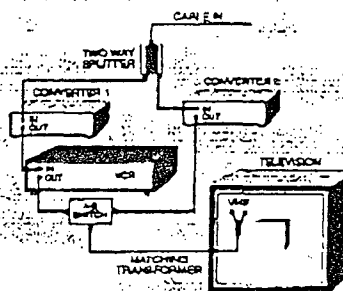
- White or tinted screen.
- Picture snowy with no sound.
- Straight or wavy lines (Try fine-tuning procedures.)
- Weak picture.
- Ghosts or double images.
- Windshield wiper effect.

Your VCR and Cable Hook Up

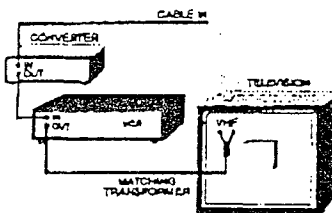
There are many ways to hook-up your VCR. The one that's right for you depends on how you want to use your VCR. (Remember, all channel selections are made through the converter. Be sure it's on and set for the channel you want to record. It is not necessary for your TV to be on.)

*Some cable converter boxes are tuned to Channel 4 instead of Channel 3.
*Make sure your set is tuned to Channel 3, then follow fine tuning process.

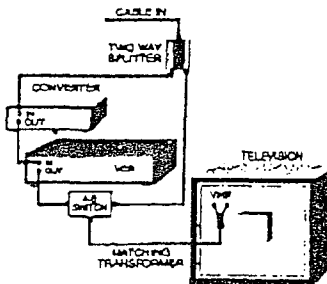
Record any channel while watching any channel



VCR recording of same channel being viewed and create programming while not watching



Record any channel while watching unscrambled channels only



Record unscrambled channels only while watching any channel

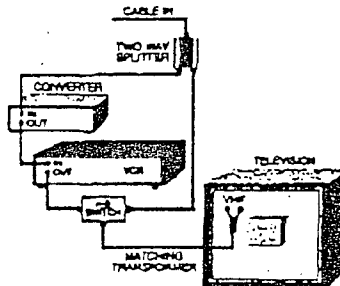


EXHIBIT 6

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings and schools shall receive monthly Basic Service at no charge, pursuant to Section 5.6:

Town Hall: One Sylvan Street
Library: 15 Sylvan Street
Police Station: 120 Ash Street
Senior Center: Stone Street
Public Works Garage: 95 Hobart Street
Electric Department Office: 2 Burroughs Street (Hub Location)
Engineering Office: 1 Burroughs Street
Central Fire Station: 64 High Street
Engine #2 Fire Station: 450 Maple Street
Popes Landing: 126 Liberty Street
Thorpe School: 30 Oberlin Street
High School: 60 Cabot Road
Middle School: 60 Cabot Road
Smith School: 15 Labao Drive
Great Oak School: 76 Pickering Street
Highlands School: 190 Hobart Street
Riverside School: 95 Liberty Street
Endicott Park Carriage House: 57 Forest Street

EXHIBIT 7

GROSS ANNUAL REVENUES REPORTING FORM

OPERATOR: AT&T

Town of Danvers, MA

ADDRESS: _____

PERIOD FROM: _____

REVENUE SOURCE	Units (avg. Of Period)	Months in \$ Period X	Gross Revenue \$ X	Fee % =	\$ License Fee	\$ YTI
Installation						
Additional Outlets						
Extraordinary Installation						
FM Installation						
Bulk Installation						
Disconnect						
Other Installation (VCR Reconnection, etc.)						
Total Installation Income						
Basic Cable						
Tier I						
Tier II						
Premium						
Premium						
Premium						
Premium						
Additional Outlet Rate						
P.P.V.						
FM Service						
Bulk Service (Equivalents)						
Converter/ Remote Rentals						
Other						

**GROSS ANNUAL REVENUES REPORTING FORM
TOWN OF DANVERS, MASSACHUSETTS
PAGE TWO**

Revenue Source	Units (avg. of Period)	Unit Price \$ (each. mo.)	Months in \$ Period X	Gross Revenue \$ X	Fee % =	Licen
Total Interactive Income						
Cable Modem						
Other						
Total Interactive Income						
Local Advertising						
National (% gross)						
Shopping Services						
Rent						
L.O. Income						
Mailing Inserts						
Total Non-Subscriber Income						

**GROSS ANNUAL REVENUES REPORTING FORM
TOWN OF DANVERS, MASSACHUSETTS
PAGE THREE**

Revenue Source	Unit Price \$ (each/mo.)	Months in \$ Period X	Gross Revenue \$ X	Fee % =	\$ Franchise Fee	\$ YTD
Revenue Source						
Less Bad Debts						
Plus Bad Debt Recovery						
Net Bad Debts (-)						
Total Other Income						
TOTAL REVENUES						
Adjustments						
TOTAL DUE TO TOWN OF DANVERS						

Explanatory Notes:

Adjustments (Specify):

Instructions: Fill out complete form. If a particular income item is not pertinent to the Danvers Renewal License, please draw a line through the appropriate boxes. Areas left blank will be assumed to be inadvertent omissions and the form will be returned by the Town to the Licensee for completion. Unit average of period is applicable only to those items for which a monthly (or portion thereof) rate is charged. Specify when "other" category is used. Prior period totals must equal YTD total. If promotional discount lowers normal average during period please indicate. If rates increased or lowered during period, please indicate starting dates. Multi-family installation income spread over a period of a contract will be reported when earned.

Authorized by:

Title:

EXHIBIT 8

EXISTING PEG ACCESS/LO EQUIPMENT LIST

* Items may or may not be fully operational

STUDIO		April 2001	10 School St., Danvers, MA 01923	
Qty	Item	Description	Purchase Price	Date Purch
2	Sony DXC-3000	Studio Cameras	\$17500.00	1987
2	CCU-M3	Camera Control Units		
2	CMA-8	AC Adaptor/RMM 1800		
2	VCL-1012BY	Lens		
2	LO-23	Lens Control		
2	DXF-40	Studio Viewfinders		
2	DXF-3000	ENG Viewfinders		
2	CCQ-2ARS	Camera Cables		
2	LC-3001	Carrying Case		
4	CCQ25AM	82' 14 PIN Cable		
2	Videotek RS-10A	Active Switcher	2000.00	
* 1	C.P. Latch 8200	Switcher w/TBC & D.V. effects		
2	Quikset QHP-1	Hercules Pedestal	3500.00	
2	Quickset QHH-5	Hercules Camera Head		
2	Quickset QHH-2	Second Handle		
1	Videotek TVM-620	Waveform/vectorscope with 1 VTDR1 Double Rack Mount	3235.00	
2	Sigma VDA-100A	Distribution Amplifiers	500.00	
1	Sigma FR3100	Frame		
1	Sigma BP3-100	Blank Panel		
2	Compre. 3636	On Air Lights		
2	Panasonic TR932	9" B&W Monitors	728.00	
1	PanA. BYS-1300	13" Color Monitor		
* 1	Videotek RM13TR	13" Monitor/Receiver		

-Danvers Cable Television Renewal License-

Qty	Item	Description	Purchase Price	Date Purchas
*1	Sony VO-5600	Umatic Player/Recorder		1987
1	ATS-240	Case for 5600		
* 4	DR-100	Camera Headsets		
* 1	FOR-A VTW-400	Video typewriter		
1	Emcor SFR125A	side panels	2800.00	
1	Winsted 83000	Base Module		
2	Winsted 83087	Extended Shelves		
1	Winsted 83200	Legs		
1		12'3" & 8' Formica Counter		
* 3	Bogen 3069	Tripod w/fluid head & dolly		
1	Panasonic TR930U	Dual 9" B&W Monitor	365.00	
1	Sony PVM8020	9" Portable Color Monitor	550.00	
1	JVC KM-1200U	SEG	3500.00	
1	SHURE M267	MIC. MIXER	350.00	
2	LOWELL TO-97	3 LIGHT KIT	1400.00	
1	ATS SERIES 240	RACK MOUNT FOR KM1200		
1	ATS SERIES 240	RACK MOUNT FOR CCU-M3		
1	ATS SERIES 100	CASE FOR SHURE MIXER		
1	ATS SERIES 100	CASE FOR 9"MONITOR		
3	D&B	CABLE REELS		
1	SONY DXC-3000	ENG CAMERA PACKAGE	5600.00	
* 1	SONY VO-6800	PORTABLE U-MATIC VCR		
* 1	C-6800	PORTABRACE CASE		
1	SONY CMA-8	AC ADAPTOR		
* 4	SONY NP-1	BATTERIES		
1	SONY BC1WA	BATTERY CHARGER FOR NP-I'S	350.00	

-Danvers Cable Television Renewal License-

Qty	Item	Description	Purchase Price	Date Purcha
2	AKG K45	STEREO HEADPHONES		1987
* 1	PANASONIC AG-100	CAMCORDER		
* 1	JVC BP-5300U	VHS EDIT SOURCE		
* 1	JVC CP550U	3/4" EDIT SOURCE		
* 1	JVC CR8250	3/4" EDIT RECORD		
2	SONY PVM-1380	COLOR MONITORS	715.00	
1	WINSTED E4957	EDITING CONSOLE		
2	SONY VMC3P	8 PIN CABLES		
* 1	PALTEX -ABNER	A/B ROLL EDITOR		
* 3		CONTROL CABLES FOR DECKS		
* 1	SONY VP-5020	UMATIC PLAYER		
1	PAN. AG-2500	VHS VCR	549.00	
1	ATS SERIES 100	CARRY CASE FOR 2500	130.00	
* 1	TECH ELECTRONIC	PVC		
1	EMCOR	RACK W/SLIDING SHELVES	690.00	
1	PAN. CT-J1300	PORTABLE COLOR TV	225.00	
1	ATS SERIES 100	CARRY CASE FOR TV	130.00	
1	RAMSA WR8210A	AUDIO MIXER	1555.00	
* 4	SONY ECM 44S	LAVALIER MICROPHONES		
4	EV635A	MICROPHONES	357.00	
4	EV314E	WINDSCREENS		
1	SENNHEISER ME80	MIC w/CAMERA MOUNT & POWER	165.00	
1	ATLAS SB36W	BOOM STAND	127.00	
2	ATLAS MS10C	FLOOR STANDS	30.00	
3	ATLAS DS-5	DESK STANDS	20.00	

-Danvers Cable Television Renewal License-

Qty	Item	Description	Purchase Price	Date Purch
* 1	TECH. SLQD33K	TURNTABLE W/CARTRIDGE		1987
*1	SHURE M64	PRE-AMP		
1	TECH. RSB29R	CASSETTE DECK	205.00	
1	CROWN D75	AMPLIFIER	415.00	
2	SENTRY EV 100A	MONITOR SPEAKERS	386.00	
* 1	ASTATIC 339LGM	TALKBACK MICROPHONE		
1	6DAM-6DBX	COMPREHENSIVE AUDIO SNAKE	380.00	
1	6EXM-EXF	50' AUDIO SNAKE CABLE	171.00	
1	LYNN	ROLLING STUDIO LADDER	250.00	
* 1	PANA. KKT1410D	ANSWERING MACHINE		
*****	SINCE ORIGINAL	PURCHASE		*****
1	JVC BR3200U	VHS VCR	350.00	8/91
* 1	SONY VP7020	3/4" PLAYER		8/91
* 1	PANA. AG-460	SVHS CAMCORDER /BATTERY		8/91
2	BOGEN 3068	EFP TRIPODS	1080.00	8/91
1	BOGEN 3124	CAMCORDER TRIPOD	320.00	8/91
3	SAMSON	STAGE II WIRELESS LAV MIC.	200.00	8/91, 11/9
1	SONY PVM-1380	13" COLOR MONITOR	357.00	8/91
* 1	AMIGA 2000	WITH VIDEO TOASTER		8/91
* 2	TECH ELECTRONIC	PVC CABLES		8/91
1	EMERSON	19" MONITOR/VCR	285.00	8/91
1	LUXOR	TV CART		8/91
* 1	STAR NX1001	COMPUTER PRINTER		9/91
1	SONY ECM-44B	LAVALIER MICROPHONE		3/92
2	PANA. AG212	CAMCORDER BATTERIES		6/92
1	TEXSCAN SGeB	CBB CHARACTER GENERATOR	1200.00	8/92
2	SONY DR-100	HEADSET		4/93

-Danvers Cable Television Renewal License-

Qty	Item	Description	Purchase Price	Date Purchas
* 1	AMIGA 2000	COMPUTER W/1084 MONITOR		3/93
* 1	NEWTEK	VIDEO TOASTER UPGRADE		4/93
1	SONY CDP C-324	CD PLAYER	250.00	4/93
1	ZENITH	19" STUDIO MONITOR	365.00	4/93
1	CODE-A-PHONE	PHONE ANSWERING MACHINE		4/93
4		WOODEN ARMCHAIRS & TABLE		4/93
1	EMERSON EC1331	13" COLOR TV		4/93
1	VELBON 607	CAMCORDER TRIPOD		4/93
1	BEIGE	CYCLORAMA CURTAIN		5/93
1	JVC BR-S611	SVHS SOURCE VTR	300.00	5/93
1	KNOX STUDIO 40	CHARACTER GENERATOR	100.00	5/93
4	FRESNEL	STUDIO LIGHTS		5/93
1	JVC	KM-D600 DUAL TBC SEG		11/93
2	PANA. AGBP212	CAMCORDER BATTERIES		5/94
2	PANASONIC AG455	SVHS CAMCORDERS	1500.00	12/94
1	JVC SR-S360U	SVHS VCR	800.00	12/94
1	LOWELL I-LIGHT	VIP SYSTEM CAMERA LIGHT		12/94
2	AN. BAUER NP-IA	BATTERIES FOR 6800		12/94
2	SHURE SM90A	PZM MICROPHONES	120.00	12/94
1	BOGEN 3163	CAMCORDER TRIPOD	300.00	12/94
1	PANA. AG5700	PORTABLE SVHS VCR	2195.00	6/95
1	PANA. BT-S1360Y	13" PROGRAM MONITOR	1330.00	6/95
1	PANA. CT-S1390Y	13" COLOR TV	450.00	6/95
2	AG-BP20	CAMCORDER BATTERIES-AG455		6/95
1		AUDIO PATCH PANEL	1500.00	9/96
1		VIDEO PATCH PANEL	2500.00	9/96

-Danvers Cable Television Renewal License-

STUDIO				
Qty	Item	Description	Purchase Price	Date Purch
* 2	SONY VP-7020	3/4".PLAYBACK DECK		4/96
* 2	PVC REMOTE CABLES	FOR AUTO PLAYBACK OF ABOVE DECKS		4/96
1	JVC BR-S378U	S-VHS PLAYER/RECORDER	1325.00	4/96
1	TECH ELECTRONICS PVC-8	AUTOMATED PLAYBACK CONTROLLER	4200.00	11/96
1	CSI HD15, TD15	FLUID HEAD TRIPOD	1115.00	4/96
2	PANASONIC PVS-64	SVHS-C COMPACT CAMCORDER	4000.00	4/96
1	RADIO SHACK 32-1106	4 CHANNEL STEREO MICROPHONE MIXER		4/96
2	SONY ECM-44B	LAVALIER CONDENSER MICROPHONE		4/96
1	Pentium Computer	Package	4800.00	4/96
1	MICROSOFT	SERIAL MOUSE		4/96
1	MAG INNOVISION DX1795	17" PC MONITOR		4/96
1	BROTHER HL-660	LASER PRINTER	200.00	4/96
2	JVC LTV-18	1.5" LCD MONITOR		4/96
2	RADIO SHACK 277- 1008C	MINI-AMPLIFIER SPEAKER		4/96
2	RADIO SHACK 33- 1029 NOVA 28	STEREO HEADPHONES		4/96
2	VIDEO INNOVATORS	SHOULDER BRACE FOR COMPACT CAMCORDER		4/96
4	LENMAR SBT80D	BATTERY FOR COMPACT CAMCORDER		4/96
1	AMIGA 4000T	VIDEO TOASTER GRAPHICS COMPUTER	7800.00	7/97
1	newtek video toaster 4000	graphics Special effects card for amiga 4000t		7/97
10	Sony Dr100	Studio Headsets (4 to DHS)	1000.00	3/97
2	texscan sgz3000	Character Generators-cbb	6800.00	11/97
3	us robotic 33.6K	modems		11/97

-Danvers Cable Television Renewal License-

Qty	Item	Description	Purchase Price	Date Purchase
2	zkb2 z series	keyboards		11/97
1	skb-1910U	rack mount case		4/98
2	sc50xxj	50 ft. xlr cables		4/98
4	epp-130c	CAMCORDER BATTERIES		4/98
3	CGM-2	Modulators	5500.00	5/98
2	AG-456	CAMCORDERS	3000.00	5/99
1	Alpha-Gen	Magic Box	2942.00	5/99
4	DR-100	Headsets	400.00	5/99
1	Shure	Wireless Mic. System	840.00	5/99
3	Panasonic AG-7150	SVHS Cablecast Decks	7137.00	5/99
3	cc-pana-34	Control Cables for pvc-8	225.00	5/99
2	JVC-SRS365-U	SVHS Cablecast Decks	2230.00	5/99
2	cc-jvc-seriel-RCA	Control Cables for pvc-8	240.00	5/99
1	CSI-System 20	Tripod & Case	2185.00	5/99
1	JVC-Rm860-U	Edit Controller	2935.00	5/99
1	JVC-BRD-51-U	Digital SVHS Deck	8115.00	5/99
1	Jvc-br-s822dxu	SVHS Edit Recorder	4615.00	5/99
2	Tech Nec d-9	Control Cables	98.00	5/99
1	JVC-VCG-7050	Control Cable	215.00	5/99
1	JVC-Dy700	Digital Camcorder	7865.00	5/99
1	Portabrace Case	For Dy700	249.00	5/99
1	IDX LIB-PAK	Battery System	1235.00	

-Danvers Cable Television Renewal License-

Qty	Item	Description	Purchase Price	Date Purchase
6	Ag-bp20DX	Camcorder Batteries	240.00	5/99
4	Sony ECM-66B	Microphones	1196.00	5/99
2	Shure SM-2	Headsets	399.00	5/99
1	Panasonic 13"	Monitor/receiver	299.95	5/99
2	Bogen 3068	Tripods	1138.00	5/99
3	WS363A	Windscreens for 635a	54.00	5/99
1	PANASONIC PVS-7670	SVHS VCR	400.00	5/99
	Studio Lights	8 Fresnels, 3 Scoops	2800.00	
	STUDIO -LIGHTING GRID-CURTAINS		Approx. 10000	
	Misc	Small equipment/Tools	3500.00	
	Danvers Town Hall System		17200.00	
		Total	181,972.00	
*** 1	Ford Econoline E150	Mobile Production Van VIN# 1FTFE14N4JHA82756	\$13,900 \$12,000 int.	
	Notes: * = Items	May or may not be fully operational		
	*** = Van	Retired in 2000 currently housed in Allston Facility		

EXHIBIT 9

EXISTING HIGH SCHOOL STUDIO VIDEO EQUIPMENT LIST

{See Attached}

Cablevision Community Television Danvers High School Equipment Inventory

Danvers High School

August 1, 1995

Cabot Rd. Danvers, MA 01923

Qty	Item	Description	Serial Number	Date Purchased
3	MOLEQUARTZ	LIGHTS W/ACCESSORIES	3835, 3841, 3885	7/91
1	100FT.	BLUE CYC.		7/91
6	FHM	LAMPS		7/91
4	SONY -NP1B	BATTERIES FOR 6800		11/92
1	BC1WB	BATTERY CHARGER		11/92
3	BOGEN 3065	TRIPODS W/FLUID HEADS		11/92
2	SHURE LS113839	WIRELESS MIC. SYSTEM		11/93
2		1/2 WAVE ANTENNA		11/93
2	EXT. CABLE KIT			11/93
2	PANASONIC AG-455	SVHS CAMCORDERS	K4HB00653 K4HB00188	1/95
2	PANA. AG-DS840	SVHS EDIT PLAYER	H4TC00248 H4TC00273	2/95
1	PANA. AG-DS850	SVHS EDIT RECORDER	I4TC00353	2/95
1	FOR-A EC780	A/B ROLL EDIT CONTROLLER	3681058	2/95
3	PANA. CT-1383Y	13" COLOR MONITOR	MB43300681 MB43300683 MB43300689	2/95
1	PANA. WJ-MX50	AUDIO/VIDEO MIXER	47A03256	2/95
3		EDIT CONTROL CABLES		2/95
1	P.A. SYSTEM FOR	MILLS COMM. CENTER		4/95
3	SONY 637 CAMERAS	STUDIO CAMERAS		9/96
4	CANARE	CABLE REELS		9/96
5	SONY DR100	HEADSETS		9/96

ATT-MA0015164

Invers High School

April 1999

Cabot Rd. Danvers, MA 01923

Qty	Item	Description	Serial Number	Date Purchased
3	PANA - AGDP800	SUPERCAMS- BATTERIES, LIGHTS		9/98
3	PANASONIC AG-455	SVHS CAMCORDERS		
1	PANA. AG-DS545	SVHS EDIT PLAYER		
2	PANA. AG-DS850	SVHS EDIT RECORDER		
1	PANA - AG850	A/B ROLL EDIT CONTROLLER		
1	PANA -WJKB	CHARACTER GENERATOR	<i>Needs Repair currently at School St.</i>	
1	PANA. WJ-MX50	AUDIO/VIDEO MIXER		
3		EDIT CONTROL CABLES		
3	SG-1320	VHS PLAYER/RECORDERS		
1	ALPHAGEN	MAGIC BOX C.G. W/UPGRADE		
3	BOGEN	TRIPODS 3066-3068Q		
2	JVC TM550U	5" COLOR MONITORS		
2	PANA CT27G13	27" MONITORS		
1	PANA AG1980	SVHS VCR		
3	PANA. CT-1390Y	13" COLOR MONITOR		
1	ANTON BAUER	BATTERY BELT		
1		VHS CAMCORDER		

DANVERS HIGH SCHOOL EQUIPMENT INVENTORY

A/O May 25, 1988

QTY	MAKE	MODEL	ITEM	SER. #
3	JVC	KY-210PL	3 TUBE COLOR CAMERA	10150175 10150159 10150174
3	JVC	HZ-516U	9.5-152MM, F:1.8LENS	950000501 950000503 950000528
3	JVC	HZS12U	ZOOM SERVO UNITS	27793 27689 27796
3	JVC	VF-550U	VIEWFINDER	9151288 9151289 9151299
3	JVC	RS-500U	REMOTE CONTROL UNIT	7151329 11151463 11151469
3		UC-1003U	RACK MOUNT	
3		VC-544U	65' CAMERA CABLE	
3		VC-545U	160' EXT. CABLE	
3		QHP-1	HERCULES PEDESTAL	686002 686003 686004
3		QHM-5	HERCULES CAM HEAD	686001 686002 **052386
3		QSH-2	LEFT HAND HANDLE	52786
1	SONY	DIC-1824	COLOR CAM HEAD	51049 NO LENS
1	JVC	KX2000U	SPECIAL EFFECTS GENERATOR	16051341
4	SONY	PVM-91	9" B&W MONITOR	14201 14145 14090 14214
1	SONY	PVM-8220	9" COLOR MONITOR	5001437
3		HB-504	RACK MOUNT	0309E6 0309E6 0310E6
1	CHYRON	VP-2	CHARACTER GENERATOR	21C1978585
1	CHYRON	2C00895	KEYBOARD	21C1978585

Retired

Currently
stored at
10 School St.

1	2400604	RACK MOUNT	
1 SONY	PVM1220	12" COLOR MONITOR	2002124
1 RAMSA	WR0210A	AUDIO MIXER	Y850047
1 SONY	PVM8220	9" COLOR MONITOR	5001308
1	T0-122A	TONE GENERATOR	
1 TASCAM	122-B	CASSETTE RECORDER	220034
1	AH-50	RACK MOUNT HANDLE	
1 CUEMASTER		TURNTABLE	76974587
1	RTA12	12" TONE ARM	822
1	500AL	PHONO CARTRIDGE	
3	DS107AL	REPLACEMENT CARTS.	581 * 2 left
2 SENTRY	100A	MONITOR SPEAKER	1700162444. 1700162445.
1 FOR A	FA400	TBC	1430988
1 FOR A	FA420RU	REMOTE CONTROL TBC	1470246
1	FR500	DISTRIBUTION FRAME	8860027
1	P5501A	POWER SUPPLY	38600188
11 TELEX	PH05	HEADSETS	8 1 MISSING Retired
20	B80T	CARDUSEL SLIDE TRAYS	
1 SIGMA	SVS500	VIDEO D/A	3860008
2	SH25A	SOUND SPEAKERS	4+5 SHAPED FOR AUB AMPS LISTED BELOW
2 SYMETRIX	220	AUDIO AMPLIFIERS	25853 23333
2 SONY	DIC-1820	COLOR CAMERA	90153 Retired 12835
2 SONY	CC025AR	82' CAMERA CABLE	
1 SONY	CC050AR	165' CAMERA CABLE	
1 PANASONIC	WJ46000C	S E 6	5YA09940
3 PANASONIC	UV-5200BU	5" B&W MONITORS	5Z105633 5Z105634 5Z105635
1 VIDEOTEX	VH-8PR	PVM, UFM, AV PAS. BU.	3860228
1 SONY	VO-5600	3/4" RECORDER	50790 Retired
1	RHH-301	RACK MOUNT	

1	BOGEN	CON	6 INPUT MIXER	L 1.86
1		RNM-501	RACK MOUNT	
4	ELECTRO-VOICE	635A	MICROPHONES	
4		314E	WINDSCREENS	
4		DS-5	TABLE STANDS	
2	SONY	ECH-44B	LAV. MICROPHONES	200395 200394
1		SC6M-100	100' 6-CHANNEL SNAKE	
1	LOWEL	TO-97	3 LIGHT KITS	
2	SONY	CCU-1820	CAMERA CONTROL UNITS	10217 10218
2	SONY	CMA-8	CAMERA ADAPTER	14267 14268
2	SONY	DXF-40	VIEWFINDER	14922 14921
2		VCT-12	TRIPOD ATTACHMENT	
2		LD-25	LENS REMOTE CTRL. UNIT	
1	BILORA		TRIPOD HEAD	1464

Retired

E N G EQUIPMENT INVENTORY

1	PANASONIC	AG-100	VHS CAMCORDER W/ACC. C6HD01623	*BROKEN EYE PIECE <i>Retired</i>
1	SONY	DIC-1B20	COLOR VIDEO CAMERA	90129 *BURNED TUBE <i>Retired</i>
1	SONY	VO-6800	3/4" PORTABLE REC.	15884 <i>Retired</i>
1	SONY	CMA-8	AC ADAPTER	12547 REPLACE BATTERY
1	CINEGO		BATTERY BELT	45513 <i>Dead - Non repairable</i>
1		TH-22U	5" PORTABLE MONITOR	17001444
1	<i>Sony</i> PANASONIC	NB-P1	NICAD BATTERY	20240
1		3125	TRIPOD	

EDITING EQUIPMENT INVENTORY

1	JVC	BR6400U	VHS EDITING SOURCE	11018927
1	JVC	CP3350U	3/4" EDITING SOURCE	7112141
1	SONY JVC	RN86U	EDITOR	9154059

Retired

1 JVC	CR8250	3/4" RECORDER	8113201 <i>Retired</i>
3 SONY	PVM1380	COLOR MONITOR	2002065, 2002196, 2002202

EXHIBIT 10

PEG ACCESS STUDIO FLOOR PLAN

{See Attached}

10 SCHOOL ST
DANVERS, MA

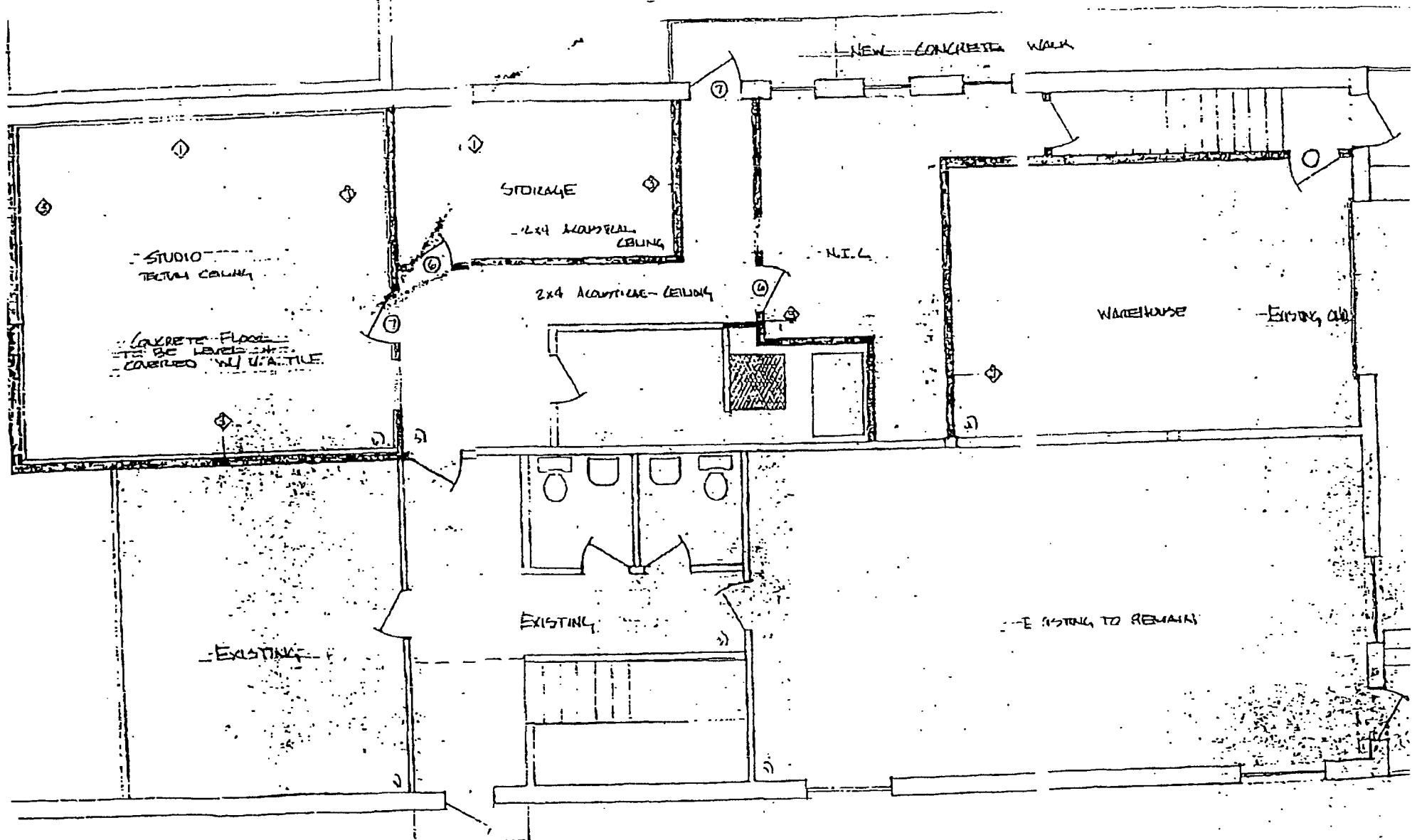


EXHIBIT 11

PEG ACCESS ORIGINATION LOCATIONS

Town Hall: One Sylvan Street
Library: 15 Sylvan Street
Senior Center: 120 Ash Street
Thorpe School: 30 Oblerlin Road
High School: 60 Cabot Road
Middle School: 60 Cabot Road
Smith Road: 15 Lobao Drive
Great Oak School: 76 Pickering
Highlands School: 190 Hobart Street
Riverside School: 95 Liberty Street
Holten Richmond: 57 Conant Street

EXHIBIT 12

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

-Danvers Cable Television Renewal License-

- (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
- (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 14

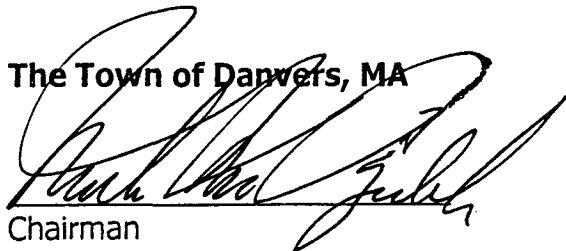
LIST OF REQUIRED REPORTS

- + 3.2(q) I-Net Test Report
- + 3.6(b) Signal Quality Test Report
- + 4.12 Subscriber Net Maps and Institutional Network Map
- + 5.2(b) Program, Lineup, Channel Changes
- + 5.8 Equipment Policy and Procedures to all Subscribers and Issuing Authority
- + 6.3(d) Bi-Annual Gross Annual Revenues Reporting Form
- + 13.2 Financial Reports (Upon Request)
- + 13.3 Cable System Information (Upon Request)
- + 13.4 In-House Telephone Reports
- + 13.5 Annual Performance Tests
- + 13.7 Dual Filings (Upon Request)

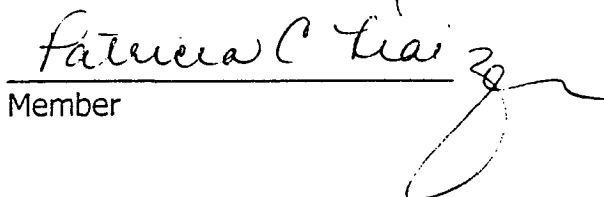
SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Danvers, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by AT&T CSC, Inc., offering services as AT&T Broadband.

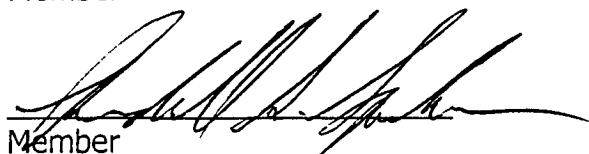
The Town of Danvers, MA


Chairman


Member


Member

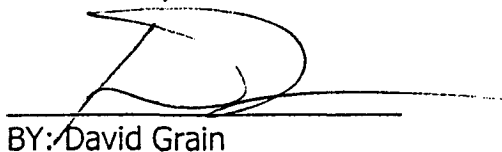
Member


Member

BY: The Danvers Board of Selectmen,
as Issuing Authority

DATE: April 17, 2001

AT&T CSC, Inc.


BY: David Grain

TITLE: Senior Vice President, Northeast Region

DATE: April __, 2001